



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Public Hearing to Consider Reimbursement Agreement #RA-02-02 for Public Improvements Constructed with the Sunwest Marketplace Shopping Center

MEETING DATE: October 16, 2002

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council conduct a Public Hearing to consider Reimbursement Agreement #RA-02-02 for public improvements in Lower Sacramento Road and Kettleman Lane, and associated public utilities constructed with the Sunwest Marketplace shopping center.

BACKGROUND INFORMATION: Sunwest Marketplace Lodi, LLC, the developer of the Sunwest Marketplace shopping center located at the northeast corner of Kettleman Lane and Lower Sacramento Road, entered into an Improvement Agreement with the City on December 3, 1999. As required under the conditions of approval for

the project and the terms of the Improvement Agreement, the developer has completed certain public improvements on Kettleman Lane and Lower Sacramento Road. The improvements include the installation of asphalt concrete pavement, concrete curb, gutter and sidewalk, water, wastewater and storm drainage lines, and a traffic signal on Lower Sacramento Road. Portions of the public improvements installed by the developer benefit neighboring properties at 2749 West Kettleman Lane (APN 027-050-23) owned by the Geweke Family PTP, and 2640 West Kettleman Lane (APN 027-030-02) owned by Lodi Southwest Associates LP. The benefiting properties are shown on Exhibit A.

The public improvements were accepted by Council on December 20, 2000. The developer has requested a Reimbursement Agreement in conformance with Chapter 16.40 of the Lodi Municipal Code to recover the cost of the improvements benefiting the above-mentioned properties, including related costs, such as traffic control, utility pole relocation and engineering and plan check fees. The developer has also requested that the reimbursement agreement be prepared to be entered into with Sacramento Kettleman, LLC, a California limited liability company and wholly owned subsidiary of and the successor to Sunwest Marketplace Lodi, LLC.

The reimbursable costs for each benefiting property are shown on Exhibit B. Pursuant to Lodi Municipal Code Section 16.40.50.A.3, the reimbursable amounts shown in Exhibit B include an amount attributable to interest for the year 2001 based on the change in the Engineering News Record 20 Cities Construction Cost Index from January 2001 to January 2002. Under the terms of the Reimbursement Agreement, similar adjustments to the reimbursable costs will be made each January until payment is received. A copy of the Reimbursement Agreement is attached as Exhibit C.

The owners of the benefiting properties shown on Exhibit A have been notified. The developer has paid the appropriate application fee and the fees to cover the cost of recording the Reimbursement Agreement. In conformance with LMC Section 16.40, staff recommends that Council conduct a public hearing to consider the Reimbursement Agreement.

FUNDING: Applicant fees and reimbursement fees collected from future development.

Richard C. Prime, Jr.
Public Works Director

Prepared by Sharon Welch, Senior Civil Engineer and SNG & Associates Inc.

Attachments

RCP/SAW/SNG/lm

cc: Senior Civil Engineer - Development Services

Geweke Family PTP

Sacramento Kettleman, LLC

Lodi Southwest Associates LP

Baumbach & Piazza

APPROVED:

H. Dixon Flynn -- City Manager

CPHRA0202SUNWESTMKTPL

09/12/02

EXHIBIT B

City of Lodi
Public Works Department

Improvement Costs for Sunwest
Marketplace Reimbursement Agreement

Development: Sunwest Marketplace
Developer: Sunwest Marketplace Lodi, LLC
Engineer: Baumbach & Piazza

Total Cost of Reimbursable Improvements for SUNWEST MARKETPLACE					Reimbursable Improvement Costs	
					APN 027-050-23	APN 058-030-02
Item	Description	Quantity	Unit	Price	Total	
Street System						
1	Compact Original Ground (0.5')	21509	SF	\$0.10	\$2,150.90	\$1,569.90
2	Compact Native Material (0.5')	21509	SF	1.40	30,112.60	21,978.60
3	Aggregate Base, Class II (0.5')	7104	SF	0.60	4,262.40	3,260.40
4	Aggregate Base, Class II (1.10')	14405	SF	1.30	18,726.50	13,344.50
5	Asphalt Concrete Type B (0.4')	7104	SF	0.80	5,683.20	4,347.20
6	Asphalt Concrete Type B (0.6')	14405	SF	1.20	17,286.00	12,318.00
7	Curb, Gutter & Sidewalk	1921	SF	3.00	5,763.00	3,192.00
8	Concrete Subgrade Compaction	1921	SF	0.50	960.50	532.00
9	Traffic Signal (Lower Sacramento Rd)	1	LS	129,371.00	129,371.00	51,748.40 ⁽¹⁾
10	Signage, Striping & Traffic Control	1	LS	43,700.00	43,700.00	3,784.00 ⁽²⁾
11	Utility Pole Relocation (PG & E)	1	LS	56,769.00	56,769.00	56,769.00 ⁽³⁾
Subtotal Street System					\$314,785.10	\$172,844.00
						\$25,348.50
Storm Drain System						
1	12" Storm Drain Pipe	291	LF	17.60	\$5,121.60	\$5,121.60
2	12" Storm Drain Stub	1	EA	50.00	50.00	50.00
3	Side Inlet Catch Basin	1	EA	1,210.00	1,210.00	1,210.00
4	Drop inlet Catch Basin (50% Salvage)	0.5	EA	1,050.00	525.00	525.00
Subtotal Storm Drain System					\$6,906.60	\$6,906.60
						\$0.00
Sanitary Sewer System						
1	8" Sanitary Sewer Pipe	101	LF	\$16.50	\$1,666.50	\$1,666.50
2	Sanitary Sewer Manhole	1	EA	1,540.00	1,540.00	1,540.00
Subtotal Sanitary Sewer System					\$3,206.50	\$3,206.50
						\$0.00
Water System						
1	10" Water Pipe	118	LF	\$25.30	\$2,985.40	\$2,389.50 ⁽⁴⁾
2	10" Water Valve	2	EA	1,018.00	2,036.00	1,700.00 ⁽⁴⁾
3	Install Blow off	1	EA	577.50	577.50	577.50
Subtotal Water System					\$5,598.90	\$4,667.00
						\$0.00
Subtotal Reimbursable Costs					\$330,497.10	\$187,624.10
						\$25,348.50
10% Engineering and Administration					\$18,762.41	\$2,534.85
Engineering Plan Check Fee (1.5%)					\$2,814.36	\$380.23
Engineering Inspection Fee (2.5%)					\$4,690.60	\$633.71
Reimbursement Application Fee 1%					\$1,876.24	\$253.49
Consultant Fee (SNG Associates) ⁽⁵⁾					\$5,241.82	\$708.18
Interest from 1/01 to 1/02 ⁽⁶⁾					<u>\$5,406.78</u>	<u>\$730.47</u>
TOTAL REIMBURSABLE COSTS					\$226,416.31	\$30,589.43

⁽¹⁾ Represents 40% of the total cost of the traffic signal.

⁽²⁾ Prorated based on 75% of total cost for signage, striping & traffic control and compact-original-ground quantities (APN 027-050-23, 8%; APN 058-030-02, 2%; Developer, 20%; City, 70%)

⁽³⁾ Based on relocation of 3 utility poles on north side of Kettleman Lane.

⁽⁴⁾ Reimbursable Costs shown for 10" Water Pipe and 10" Water Valves have been adjusted to reflect credit for oversize mains.

⁽⁵⁾ Reimbursable to City of Lodi. Prorated based on total construction costs.

⁽⁶⁾ The interest is calculated based on the formula shown below. The reimbursable costs will be recalculated in January of each year in conformance with LMC 16.40.50 A.3.

$$\text{Reimbursable Costs} \times (\text{ENR Index for January 2002} - \text{ENR Index for January 2001})$$

ENR Index for January 2001

WHEN RECORDED, RETURN TO:

City Clerk
City of Lodi
221 West Pine Street
Lodi, CA 95240

REIMBURSEMENT
for
PUBLIC IMPROVEMENTS
for
SUNWEST MARKETPLACE

AGREEMENT # RA-02-02

THIS AGREEMENT is made by and between the CITY OF LODI, hereinafter referred to as "City", and SACRAMENTO KETTLEMAN LLC, A California Limited Liability Company, hereinafter referred to as "Applicant".

RECITALS:

WHEREAS, Applicant is a wholly owned subsidiary of and the successor to SUNWEST MARKETPLACE LODI, LLC, the developer of the Sunwest Marketplace shopping center located at the northeast corner of the intersection of Kettleman Lane and Lower Sacramento Road; and

WHEREAS, SUNWEST MARKETPLACE LODI, LLC, hereinafter referred to as "Developer", entered into an Improvement Agreement with the City dated December 3, 1999, to construct public improvements required to serve the development; and

WHEREAS, the Developer constructed certain public improvements on Kettleman Lane and Lower Sacramento Road (hereinafter "Improvements"), including street pavement, concrete curb, gutter and sidewalk, water, wastewater and storm drain lines, a traffic signal and other miscellaneous and related items, that will serve additional properties that are designated and shown on the plan attached and labeled Exhibit A to this agreement and indicated thereon; and

WHEREAS, the Developer filed a request with the Public Works Director in conformance with Chapter 16.40 of the Lodi Municipal Code requesting reimbursement for those improvements which benefit other property or would be required of those properties upon development; and

WHEREAS, the property owners of those properties shown in Exhibit A have been notified and the City Council has conducted a public hearing regarding the Applicant's request for reimbursement; and

WHEREAS, the Developer was reimbursed by the City for certain public improvements in conformance with the terms of the Improvement Agreement; and

WHEREAS, the reimbursement from City to Developer included an overpayment in the amount of \$15,609.00 for signage, striping and traffic control on Lower Sacramento Road and Kettleman Lane.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained and pursuant to Government Code Sections 66485 through 66489 and Title 16 of the Lodi Municipal Code, it is hereby agreed between the parties as follows:

1. The amount of the reimbursable costs due to the Applicant includes construction costs less any applicable credits plus administrative and engineering design costs (10%), engineering plan check fees (1.5%), engineering inspection fees (2.5%) and the reimbursement application fee (1%). The consultant fee incurred by the City in conjunction with the preparation of the reimbursement agreement is reimbursable to the City. All reimbursable costs are shown on attached Exhibit B.
2. The reimbursable amount shall be recalculated annually to include an amount attributable to interest, using the Engineering News Record (ENR) 20 Cities Construction Cost Index. On uncollected reimbursements, the reimbursement rates shall be calculated in January of each year beginning January 2002 by the following formula:
$$(\text{ENR Jan. 1 of current year}) \div (\text{initial ENR}) \times (\text{Balance due Jan. 1 of prior year less payments made during the previous year})$$

The initial ENR index for this agreement is 6281. The initial reimbursable amounts are shown on Exhibit B.
3. In the event that the benefiting properties shown on Exhibit A develop, the City shall collect the appropriate charges from the developers of the benefiting property and reimburse the Applicant or the Applicant's heirs, successors or assigns, for a period of fifteen (15) years. The charges for a benefiting property shall be paid in full at the time of the first development on that property.
4. The Applicant shall pay the City \$2,129.73 for the preparation of this agreement prior to approval and recording of this agreement. This based on one percent (1%) of the reimbursable construction costs, excluding engineering, administrative and other costs.
5. Upon collection of the first reimbursement charge, \$15,609.00 (\$14,190.00 plus 10% for engineering and administration) shall be deducted and retained by the City to cover the overpayment of reimburseable costs paid to the Developer by the City under the terms of the Improvement Agreement.
6. Upon each collection of reimbursement charges, an administrative charge shall be deducted and retained by the City for administering the reimbursement provisions of this agreement. This charge shall be established from time to time by resolution of the City Council. As of the date of this agreement, the current charge is \$60.00.
7. This agreement shall inure to the benefit of the heirs, successors and assigns of the Applicant. The City shall mail the reimbursement to the last address of the Applicant on file with the Public Works Director of the City. In the event a reimbursement is returned or unclaimed after two (2) years from the date of mailing, the amount of the reimbursement shall revert to the City and be deposited in the appropriate development impact mitigation fee fund.

8. All correspondence and payments herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Correspondence and payments to City shall be addressed as follows:

Richard C. Prima, Jr.
Public Works Director
221 West Pine Street
P. O. Box 3006
Lodi, CA 95241-1910

Correspondence and payments to Applicant shall be addressed as follows:

Sacramento Kettleman LLC
c/o RPM Realty Services Inc.
1954 Mt. Diablo Blvd., Suite A
Walnut Creek, CA 94596

8. This agreement is entered into pursuant to the provisions of Title 16 of the Lodi Municipal Code and the provisions of that section shall be deemed a part of this agreement.

IN WITNESS WHEREOF, the Applicant and the City have caused their names to be hereunto affixed and the City of Lodi has caused its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized.

SACRAMENTO KETTLEMAN LLC

Date

(CORPORATE SEAL)

CITY OF LODI, A MUNICIPAL CORPORATION

By: _____
H. Dixon Flynn, City Manager

Date

ATTEST:

Susan J. Blackston, City Clerk

Date

APPROVED AS TO FORM:

Randall A. Hays, City Attorney

EXHIBIT B

City of Lodi
Public Works Department

Improvement Costs for Sunwest
Marketplace Reimbursement Agreement

Development: Sunwest Marketplace
Developer: Sunwest Marketplace Lodi, LLC
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4	Aggregate Base, Class II (1.10')	14405	SF	1.30	18,726.50	13,344.50	5,382.00
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10	Signage, Striping & Traffic Control	1	LS	43,700.00	43,700.00	3,784.00 ⁽²⁾	946.00 ⁽²⁾
11	Utility Pole Relocation (PG & E)	1	LS	56,769.00	56,769.00	56,769.00 ⁽³⁾	0.00
Subtotal Street System					\$314,785.10	\$172,844.00	\$25,348.50
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⁽⁶⁾ The interest is calculated based on the formula shown below. The reimbursable costs will be recalculated in January of each year in conformance with LMC 16.40.50.A.3.

Reimbursable Costs x (ENR Index for January 2002 - ENR Index for January 2001)

ENR Index for January 2001



CITY OF LODI
Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: October 16, 2002

Time: 7:00 p.m.

For information regarding this notice please contact:

Susan J. Blackston
City Clerk
Telephone: (209) 333-6702

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, October 16, 2002** at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a Public Hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) Reimbursement Agreement #RA-02-02 for Public Improvements Constructed with the Sunwest Marketplace Shopping Center.

A copy of the proposed Reimbursement Agreement #RA-02-02 and exhibits are available for review by the public in the Public Works Department and the City Clerk's Office.

Information regarding this item may be obtained in the office of the Public Works Department Director, 221 West Pine Street, Lodi, California. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the Public Hearing.

By Order of the Lodi City Council:

Susan J. Blackston
City Clerk

Dated: September 4, 2002

Approved as to form:

Randall A. Hays
City Attorney



DECLARATION OF POSTING

SET PUBLIC HEARING FOR OCTOBER 16, 2002 TO CONSIDER REIMBURSEMENT AGREEMENT #RA-02-02 FOR PUBLIC IMPROVEMENTS CONSTRUCTED WITH THE SUNWEST MARKETPLACE SHOPPING CENTER

On Thursday, September 5, 2002 in the City of Lodi, San Joaquin County, California, a copy of the Notice of Public Hearing to consider Reimbursement Agreement #RA-02-02 for Public Improvements Constructed with the Sunwest Marketplace Shopping Center (attached hereto, marked Exhibit "A") was posted at the following four locations:

Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 5, 2002 at Lodi, California.

ORDERED BY:

**SUSAN J. BLACKSTON
CITY CLERK**

A handwritten signature in black ink, appearing to read "Jacqueline L. Taylor", is written over a horizontal line.

Jacqueline L. Taylor
Deputy City Clerk

A handwritten signature in black ink, appearing to read "Jennifer M. Perrin", is written over a horizontal line.

Jennifer M. Perrin
Deputy City Clerk

A handwritten signature in black ink, appearing to read "Patricia Ochoa", is written over a horizontal line.

Patricia Ochoa
Administrative Clerk



DECLARATION OF MAILING

SET PUBLIC HEARING FOR OCTOBER 16, 2002 TO CONSIDER REIMBURSEMENT AGREEMENT #RA-02-02 FOR PUBLIC IMPROVEMENTS CONSTRUCTED WITH THE SUNWEST MARKETPLACE SHOPPING CENTER

On September 5, 2002 in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing a notice of Public Hearing for October 16, 2002 to Consider Reimbursement Agreement #RA-02-02 for Public Improvements Constructed with the Sunwest Marketplace Shopping Center, marked Exhibit "A"; said envelopes were addressed as is more particularly shown on Exhibit "B" attached hereto.

There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 5, 2002, at Lodi, California.

ORDERED BY:

SUSAN BLACKSTON
CITY CLERK, CITY OF LODI

ORDERED BY:

A handwritten signature in black ink, appearing to read "Jacqueline L. Taylor", is written over a horizontal line.

JACQUELINE L. TAYLOR
DEPUTY CITY CLERK

A handwritten signature in black ink, appearing to read "Jennifer M. Perrin", is written over a horizontal line.

JENNIFER M. PERRIN
DEPUTY CITY CLERK

A handwritten signature in black ink, appearing to read "Patricia Ochoa", is written over a horizontal line.

PATRICIA OCHOA
ADMINISTRATIVE CLERK

1

MAILING LIST

**SET PUBLIC HEARING, OCTOBER 16, 2002 TO
Consider Reimbursement Agreement #RA-02-02 for Public Improvements
Constructed with the Sunwest Marketplace Shopping Center**

Sacramento Kettleman LLC
C/o RPM Realty Services, Inc.
1954 Diablo Blvd., Suite A
Walnut Creek, CA 94596

Lodi Southwest Associates, LP
301 S. Ham Lane, Suite A
Lodi, CA 95242

Geweke Family, PTP
P.O. Box 1210
Lodi, CA 95241

Baumbach & Piazza
323 West Elm Street
Lodi, CA 95240

CITY COUNCIL

PHILLIP A. PENNINO, Mayor
SUSAN HITCHCOCK
Mayor Pro Tempore
EMILY HOWARD
KEITH LAND
ALAN S. NAKANISHI

CITY OF LODI
PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6706
FAX (209) 333-6710
EMAIL pwdept@lodi.gov
<http://www.lodi.gov>

October 9, 2002

H. DIXON FLYNN
City Manager
SUSAN J. BLACKSTON
City Clerk
RANDALL A. HAYS
City Attorney
RICHARD C. PRIMA, JR.
Public Works Director

Sacramento Kettleman LLC
c/o RPM Realty Services, Inc.
1954 Mt. Diablo Blvd., Ste. A
Walnut Creek, CA 94596

Geweke Family, PTP
P. O. Box 1210
Lodi, CA 95241

Lodi Southwest Associates, LP
301 S. Ham Ln., Ste. A
Lodi, CA 95242

Baumbach & Piazza
323 W. Elm St.
Lodi, CA 95240

SUBJECT: Public Hearing to Consider Reimbursement Agreement #RA-02-02 for
Public Improvements Constructed with the Sunwest Marketplace
Shopping Center

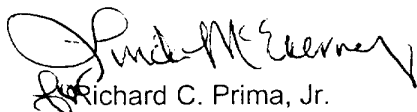
Enclosed is a copy of background information on an item on the City Council
agenda of Wednesday, October 16, 2002. The meeting will be held at 7 p.m. in the
City Council Chamber, Carnegie Forum, 305 West Pine Street.

The Council will conduct a public hearing on this item. You are welcome to attend and
speak at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council,
City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the
mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's
card (available at the Carnegie Forum immediately prior to the start of the meeting) and
give it to the City Clerk. If you have any questions about communicating with the
Council, please contact Susan Blackston, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Sharon Welch at
(209) 333-6800, ext. 2659.


Richard C. Prima, Jr.
Public Works Director

RCP/lm

Enclosure

cc: City Clerk

NCPHRA0202SUNWESTMKTPL

CITY COUNCIL

PHILLIP A. PENNINO, Mayor
SUSAN HITCHCOCK
Mayor Pro Tempore
EMILY HOWARD
KEITH LAND
ALAN S. NAKANISHI

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6702
FAX (209) 333-6807
cityclrk@lodi.gov

H. DIXON FLYNN
City Manager
SUSAN J. BLACKSTON
City Clerk
RANDALL A. HAYS
City Attorney

October 17, 2002

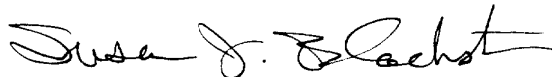
Interested Parties

**RE: REIMBURSEMENT AGREEMENT #RA-02-02 FOR PUBLIC
IMPROVEMENTS CONSTRUCTED WITH THE SUNWEST
MARKETPLACE SHOPPING CENTER**

The Lodi City Council, at its meeting on October 16, 2002, approved Reimbursement Agreement #RA-02-02 for public improvements in Lower Sacramento Road and Kettleman Lane, and associated public utilities constructed with the Sunwest Marketplace shopping center.

Should you have any questions, please feel free to contact my office or the Public Works Department at (209) 333-6706.

Sincerely,



Susan J. Blackston
City Clerk

JMP

Enclosure

cc: Public Works Department

MAILING LIST

**SET PUBLIC HEARING, OCTOBER 16, 2002 TO
Consider Reimbursement Agreement #RA-02-02 for Public Improvements
Constructed with the Sunwest Marketplace Shopping Center**

Sacramento Kettleman LLC
C/o RPM Realty Services, Inc.
1954 Diablo Blvd., Suite A
Walnut Creek, CA 94596

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Lodi, CA 95242

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